

**CITY OF MIDDLETOWN  
PURCHASING OFFICE ROOM 112  
MUNICIPAL BUILDING  
245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895**



**CONTRACT DOCUMENTS**

**BID #2015-028  
RECYCLING OF CORRUGATED CARDBOARD**

**PUBLIC WORKS DEPARTMENT  
Middletown, Connecticut**

**BID OPENING: Monday, December 14, 2015 at 11:00 am**

**DONNA L. IMME, CPPB  
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER  
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**BID #2015-028 RECYCLING OF CORRUGATED CARDBOARD - PUBLIC WORKS DEPARTMENT**

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**INVITATION TO BID  
CITY OF MIDDLETOWN**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Municipal Building, Middletown, Connecticut, will be received until **Monday, December 14, 2015 at 11:00 am** for the following:

**BID#2015-028  
RECYCLING OF CORRUGATED CARDBOARD  
PUBLIC WORKS DEPARTMENT**

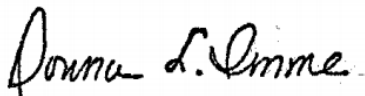
Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: [www.MiddletownCT.gov](http://www.MiddletownCT.gov).** All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at [purchase@MiddletownCT.gov](mailto:purchase@MiddletownCT.gov).

Bids will be publicly opened and read aloud in **Room B-19**, Municipal Building, Middletown, Connecticut. **All bids shall be submitted on the designated forms and in an envelope using the bid return label provided as designated in the Information for Bidders.**

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids or any part thereof. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

**All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.**

Dated: 11/13/15  
Middletown, Connecticut



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Donna L. Imme, CPPB  
Supervisor of Purchases

## INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Department of Finance at the time and place set forth therein with the award to be made as soon as practicable. Bids received prior to the date set for receipt will be securely kept sealed. All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; **must be signed and acknowledged by the bidder where indicated on the proposal form**; submitted sealed in an envelope using the bid return label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, they shall immediately notify the Supervisor of Purchases who may send written instructions to all bidders. **Bidders must type or use black pen at all times.**

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals and further reserves the right to cancel this bid request at any time prior to the date established for the receipt of bids. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the bid opening, the City will act upon them. The acceptance of a

proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal. All bid pricing shall be held firm for the minimum of sixty (60) calendar days from the date of opening of bids, unless specified otherwise. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages. Damages for such breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-8, as amended, of the Middletown Code of Ordinances.

In addition to the above factors the City will make the award pursuant to the following objective:

***The award shall be made to enable the City to establish a comprehensive recycling program where the greatest variety of materials are accepted for processing and the greatest total revenue will be generated. The award(s) shall be made keeping this objective in mind as well as***

*with the understanding that the nature of this request and market conditions may result in the award of multiple contracts to accomplish the above objective. The City of Middletown shall therefore, reserve the right to award one or multiple contracts, making that award determination that accomplishes the above and may select any one (1) or combination of awards where the best interests of the City would be served.*

Additionally, in determining whether a bidder qualifies as the lowest responsible bidder, the City shall also review other subjective factors, such as the bidder's skill, ability and integrity to perform the work as specified, the bidders professional references (if required), the bidders reputation, information discovered during the interview process (if applicable) and whether the City in its sole discretion determines that awarding the bid to the bidder will be in the best interests of the City. The City shall award the contract to the lowest responsible bidder using the guidelines set forth herein, or shall reject all bids.

8. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include furnishing all of the equipment, labor and materials necessary to comply with the City's requirements.

9. Term of Contract and Work Order Time frame - The term of this contract shall be for a period commencing of twenty-four (24) months commencing on **January 1, 2016 and terminating on December 31, 2017**, for a contract term of two (2) years.

10. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245**

**DeKoven Drive, Middletown, Connecticut, 06457.** Questions may be sent via facsimile to (860) 638-1995 or emailed at [purchase@middletownct.gov](mailto:purchase@middletownct.gov)

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Monday, December 7, 2015 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at [www.middletownct.gov](http://www.middletownct.gov). **Non-receipt of said Addenda shall not excuse compliance with said addenda.** It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

**It is the responsibility of each bidder to visit our website at [www.middletownct.gov](http://www.middletownct.gov) to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

11. Time for Performance - The bidder shall be required to provide for the processing of recyclable materials delivered to its location five days per

week, seven hours per day, Monday through Friday.

12. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required for the execution of the contract documents.

13. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the negligence of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

14. Termination of Agreement - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.

15. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices.

Exemption certificates will be provided at the bidder's request.

16. Last Payment to Terminate Liability to the Owner - Neither the City or any of its agents shall be liable for or be held responsible to pay any monies, except those as provided within the contract documents. Acceptance by the contractor of any payment shall release the City or its agents from any and all claims and liabilities of the supplier for any act or neglect of the City or its agents relating to or affecting the work during that period covering the payment.

17. Condition Necessary to Complete Contract to Satisfaction of the City- The City shall designate the time, place and amounts of work to be done as to meet all stipulations as set forth in the contract documents. Any contractual agreement made herein between the contractor and the City shall not restrict the City from utilizing other sources of materials and services; this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis by the contractor to abandon his responsibilities as set forth within this contract or to be used as a claim for damages set forth within the contract documents.

18. Quantities - The quantities specified herein are approximate only and are included to provide the bidder with an estimate of the City's requirements pursuant to this contract. They are included to provide a uniform basis for the comparison of bids. Bidders are advised that these quantities are **not guaranteed**. The City of Middletown shall reserve the right to increase or decrease the quantities required or to delete items at the time the contract is awarded or at any time during the contract period, without prejudice toward the quoted bid price(s) if to do so is in the City's best interest.

19. References - All firms submitting a bid must submit the minimum of three (3) client references on the Bidder's Reference form included in the bid package.

20. Definition of Terms -

A. "City" shall mean the "Mayor" or his/her

designated agents.

- B. The "Contractor" shall mean the successful bidder and shall include his agents and employees.

21. Extension Option - The City of Middletown reserves the right to renew the contract for up to one additional year if to do so is mutually agreeable to the parties. Authorization to renew the contract shall be subject to the approval of the Supervisor of Purchases who shall prepare a written amendment to this contract for the signature of the Mayor. No other act shall serve as authorization for renewal.

22. Service - In the event of any problem with the processing and recycling program, the successful bidder shall provide this service within 72 hours of such request, and submit a report in writing to the Recycling Coordinator that the service problem has been corrected with a summation of the service rendered.

23. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

24. Corrections to Bids - Corrections, erasures or other changes in the bid proposal must

be noted over the signature of the bidder.

25. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstance.

26. Partial Bids: Bidders are invited to submit a bid on any one (1) or combination of items.

27. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

**PURCHASING DEPARTMENT  
CITY OF MIDDLETOWN  
BID ATTACHMENT**

**CHAPTER 78**

**SECTION 78-8-M BID PREFERENCE FOR LOCAL  
VENDORS.**

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

**CITY-BASED BUSINESS-** A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

**PROJECT-** All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based

bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- The low bidder. (2/8/78, 12/2/02)



## CHAPTER 26, CONTRACTS

### ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

#### **26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

#### **26-2 Enforcement Officer**

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

#### **26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or

there is a bona fide occupational qualification excluding persons in one of the protected groups ) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

#### **26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

#### **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)**

### **ARTICLE III ADEQUATE DELIVERY OF SERVICE**

#### **26-11 Provisions to be incorporated**

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. **(11/1/02)**

**CITY OF MIDDLETOWN  
PURCHASING DEPARTMENT  
BID ATTACHMENT**

**AFFIDAVIT OF LOCAL VENDOR**

I, \_\_\_\_\_ being duly sworn,  
Vendor Name

make affidavit and say that I own and operate

\_\_\_\_\_  
Business Name and Address

which is the bona fide principal place of business for

\_\_\_\_\_  
Business Name

Evidence of ownership and principal place of business is attached to this affidavit and may include:

(Check the one which applies.)

- \_\_\_\_ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in performance of the Bid.
- \_\_\_\_ 2. Copy of long-term lease of the real estate from which the principal place of business is operated.

\_\_\_\_\_  
Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, \_\_\_\_\_,

Vendor Name

owner of \_\_\_\_\_, signer and sealer

Business Name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

\_\_\_\_\_  
Notary Public:

My Commission Expires: \_\_\_\_\_

**BID #2015-028**  
**RECYCLING OF CORRUGATED CARDBOARD**  
**PUBLIC WORKS DEPARTMENT**

**GENERAL INFORMATION**

The City of Middletown will accept proposals from interested companies to process and recycle corrugated cardboard generated from its Sanitation District recycling program. The current program includes **2000** residences and businesses serviced by the City's Sanitation District, and businesses and residents who utilize the City's drop off at the Recycle Center.

**SCOPE OF SERVICE**

The bidder shall provide all equipment, labor, and materials necessary for the acceptance, processing, marketing, and/or recycling of corrugated cardboard ***delivered to their facility*** as generated from the City's curbside recycling program. Delivery will be in packer trucks and a 40 cubic yard roll off.

It is the intent of the City, as a result of this request, to obtain information on the types of revenues or expenditures that will be available to it for the acceptance of corrugated cardboard.

**MATERIAL LISTING**

Bidders are advised that materials to be delivered to their facility for processing shall be the following:

1. Corrugated cardboard only and/or corrugated cardboard and small amounts of paper.

The bidder shall be required to provide information to the City regarding the ultimate destination of the cardboard delivered to their facility upon request. The bidder shall further be required to provide detailed tonnage records to the City on a monthly basis over the term of the contract to include:

- The bidder shall provide the City with itemized weight slips and monthly statements regarding the tonnage accepted with corresponding invoice or payment collected on its behalf for materials received during that period.

**QUANTITY OF PAPER**

Currently, segregated corrugated cardboard is collected from residents and small businesses at the recycling center drop off in a 40 c.y. Roll off. **In FY 2015, 332 tons** of segregated corrugated cardboard were collected. Commingled cardboard and paper is also collected from packer trucks in the City's Municipal Sanitation District. These will be delivered directly to the facility.

**DELIVERY OF MATERIAL**

The cardboard shall be delivered to the bidder's facility by City of Middletown personnel. The bidder shall be responsible for weighing the material upon delivery to their facility and providing an itemized weight slip to the City driver upon delivery.

## **FACILITY**

The bidder shall agree to accept recyclable cardboard at their designated facility in forty (40) c.y. roll-offs & packer trucks. The facility must accept materials from haulers for the period of seven (7) hours per day, five (5) days per week, Monday through Friday (excluding specified holidays). Each hauler shall be furnished an itemized weight slip upon delivery. The facility must be capable of accepting these materials any time during these hours.

## **PERMITS AND OPERATION**

The bidder's facility must have all necessary permits and licenses required by Federal, State and local agencies required for their operation. The facility must be operated in such a way to minimize residue, and must have a scale located on or adjacent to premises.

## **TRAVEL**

Due to the increase in gasoline prices and the reduction of City staff, the City will not transport recyclable materials further than 20 miles one way (40 miles round trip) from the Middletown Recycling Center. Mileage to the designated processing center must be included in the bid package.

## **SUBMITTALS**

The bidder shall provide the following information in the space provided on the proposal form duplicating this form and attaching additional sheets as necessary:

- Days and hours of operation of bidder's facility
- The facility's location and approximate distance (in miles) from Middletown
- Any other terms and conditions of the bidder

## **BID PRICING:**

The bidder shall provide a revenue or price per ton to process and recycle the cardboard materials. The revenue(s) or cost proposed should be based on a prevailing price as published in a **recognized trade publication**. An explanation of how the revenue was calculated must be stated on the proposal form along with the name and copy of the reference Trade Publication. The low bidder will be determined by the actual calculation used, not the index price.

Bidders are advised that it is the intent of the City of Middletown to establish a comprehensive recycling program with those bidder(s) who will accept the greatest variety of materials offering the most favorable or highest total revenue for the program. **Preference will be given to bidders submitting price that will result in a revenue generating contract for the various materials. The City of Middletown always reserves the right to award the contract based on what is in the best interest of the City.**

## **FLOOR PRICE:**

The bidder shall provide a fixed floor price for each material. This will be the lowest possible price the City of

Middletown will receive (or the highest price the City will have to pay) for the various materials. This price will be fixed for the duration of the contract and will be considered as part of the revenue/cost during the evaluation of bids for the determination of contract award. Preference will be given to those bidders providing the highest total revenue to the City of Middletown.

Floor price provision will be enacted only if the fluctuating index calculation falls below the established rate. If bidders are within 10% of low price/revenue, then the floor price will be considered in marking final determination for award.

#### **ESCALATION:**

The revenue per ton to be paid to the City of Middletown or the cost to the City over the term of this contract shall be based on a recognized trade publication. Fluctuations in this revenue are expected and will be accepted subject to the following conditions:

- The Bidder(s) shall provide the City with the minimum of seven (7) days advance written notice of price increments or decrements.
- Notices shall be submitted on the Bidder(s) letterhead and may be sent to Kim O'Rourke, Recycling Coordinator via email at Kim.O'Rourke@MiddletownCT.gov or faxed to 860-638-1950;
- A copy of the reference trade publication must be attached to all notices along with the date of the price increment.

#### **CONTAMINATION:**

Bidders are advised that the City has established the following methods to reduce contamination problems:

- City residents are notified through various methods of acceptable and non acceptable materials;
- Notices are deposited in bins not conforming to the established recycling rules;
- Containers are periodically inspected and if contamination is found it is removed by City personnel;

Notice is hereby given that the City will not pay for or accept a reduction in the revenue per ton should minimum levels of contamination occur. If the bidder has terms regarding penalties for significant quantities of contamination those terms should be clearly stated on the proposal form including a list of materials considered as contaminants. Following the award of the contract the bidder must provide immediate Notice to the City of any contamination problems.

#### **TERM OF CONTRACT:**

It is the intent of the City of Middletown to enter into a term contract with the successful bidder(s) for a contract term of two (2) years or twenty-four (24) months from **January 1, 2016 to December 31, 2017** with a one (1) year renewal option.

**COMPLIANCE WITH LAWS:**

These specifications shall be incorporated in a contract between the City and the successful bidder. All work performed in accordance with this contract shall comply in every respect with all applicable laws of the Federal Government, State of Connecticut and the City of Middletown.

**SUBCONTRACTING:**

The bidder shall not transfer, sublet or assign the contract for refuse collection to any person, firm or corporation or in any way vary the terms of this contract without written permission from the City of Middletown.

In the event that the Bidder attempts to transfer, sublet or assign this contract to any person, firm or corporation, including any entity controlled by the bidder, this agreement shall terminate at the option of the City.

**BID #2015-028**  
**RECYCLING OF CORRUGATED CARDBOARD**  
**PUBLIC WORKS DEPARTMENT**

**BID PROPOSAL PAGE**

Issue Date: **11/13/2015** Reply Date: **Monday, December 14, 2015 at 11:00 am**

To: Supervisor of Purchases  
City of Middletown  
Room 112, Municipal Building  
245 DeKoven Drive  
Middletown, CT 06457

We, the undersigned, have examined the proposed work to be undertaken and have read all attached or referenced documents; and we propose and agree that we will contract with the City of Middletown (herein called the Owner) to provide all necessary labor, machinery, tools, apparatus, and equipment and do all the work and furnish all materials called in the contract documents in the manner prescribed and according to the requirements of the owner, for a period to commence **January 1, 2016 and terminating December 31, 2017 for a contract term of twenty-four (24) months**, as therein set forth, and will accept the following materials and offer the following revenues per ton

**THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE AND TITLE

**The following pages must be submitted by the bidder:**

- ☐ Proposal Pages (Pgs. 16-20)
- ☐ Non- Collusive Bid Statement (Pg. 21)
- ☐ Affidavit of Local Vendor (if applicable – Middletown businesses only) (Pg. 11)

We acknowledge receipt of the following addendum, if applicable:

Addendum # \_\_\_\_\_ Date \_\_\_\_\_

Addendum # \_\_\_\_\_ Date \_\_\_\_\_



**BID PROPOSAL  
SCHEDULE OF PRICES**

NOTE: BIDS SHALL INCLUDE ALL APPLICABLE FEES.

(BIDDERS ARE REQUESTED TO USE THE INDEX PRICES FROM THE PUBLICATION OF THE 1st WEEK OF MONTH DECEMBER, 2015)\*

#	A. QTY IN TONS	B. ITEM DESCRIPTION - EXPENSE OR REVENUE UNIT PRICE PER TON (WORDS & FIGURES)	C. EXTENSION (IN FIGURES) (A X B)
1	200	<b>CORRUGATED CARDBOARD ONLY</b>  INDEX DATE _____  INDEX PRICE \$ _____ minus MARKUP \$ _____ = \$ _____ per ton <b>(B)</b>  _____ (\$ _____ ) Written figures  Floor Price _____ <div style="text-align: right;">Please check one: _____ revenue _____ expense</div>	(\$ _____ )
2	200	<b>PACKER- TRUCKS DELIVERING MIXED NEWS AND CORRUGATED CARDBOARD TO YOUR FACILITY</b>  INDEX DATE _____  INDEX PRICE \$ _____ minus MARKUP \$ _____ = \$ _____ per ton <b>(B)</b>  _____ (\$ _____ ) Written figures  Floor Price _____ <div style="text-align: right;">Please check one: _____ revenue _____ expense</div>	(\$ _____ )
<b>TOTAL FOR ITEMS #1-2:</b>			
			(\$ _____ )
Written figures			

**FACILITY OPERATION**

DAYS OF OPERATION: \_\_\_\_\_

HOURS OF OPERATION: \_\_\_\_\_

**FACILITY INFORMATION**

NAME OF FACILITY: \_\_\_\_\_

ADDRESS OF FACILITY: \_\_\_\_\_

DISTANCE FROM MIDDLETOWN RECYCLING CENTER: \_\_\_\_\_  
(IN MILES)

**REVENUE INFORMATION**

NAME OF TRADE PUBLICATION REVENUE BASED UPON: \_\_\_\_\_  
(Include copy of index page)

PLEASE EXPLAIN HOW REVENUE PER TON WAS CALCULATED:

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Please attach additional sheets as necessary.

ARE HARD AND SOFT COVER BOOKS ACCEPTABLE IN THIS MIX? \_\_\_\_\_

ARE ANY OTHER MATERIALS ACCEPTABLE IN THIS MIX? IF YES, PLEASE LIST:

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ARE ANY OTHER MATERIALS ACCEPTABLE IN THIS MIX? IF YES, PLEASE LIST: \_\_\_\_\_

**CONTAMINATION PROBLEMS:**

**PLEASE SPECIFY IF A PENALTY, IF ANY, WILL BE ASSESSED FOR HIGHER LEVELS OF CONTAMINATION AND IF SO WHAT MATERIALS ARE CONSIDERED TO BE CONTAMINANTS:**

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**Please attach additional sheets as necessary.**

**PROCESSING INFORMATION:**

**Please specify the disposition of the paper at your facility: (I.E., is it separated and sold to various markets, re-manufactured into paper etc.)**

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**Does your facility accept other materials not specified in this document?**

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**Please attach additional sheets as necessary.**

**PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Corporation Name** (if applicable)

\_\_\_\_\_  
**Company Name**

**Mailing Address:**

**Payment Address (If different from mailing addr.):**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

**FEIN NUMBER:** \_\_\_\_\_ -- \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_ **Individual / Sole Proprietor**  
(Please Check One)

\_\_\_\_\_ **Limited Liability Company / Partnership**

\_\_\_\_\_ **Corporation**

**Contact Information**

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Additional Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**SIGN HERE: I hereby certify that the above information is correct.**

\_\_\_\_\_  
**Print or Type Name & Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (PAGE 21).**

**CITY OF MIDDLETOWN CONNECTICUT**

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all Public Bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date\_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and ZIP Code

(       )  
\_\_\_\_\_  
Telephone Number

**CITY OF MIDDLETOWN  
PURCHASING DEPARTMENT  
Bidder's Reference Sheet**

**BID #2015-028  
RECYCLING OF CORRUGATED CARDBOARD  
PUBLIC WORKS DEPARTMENT**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE #1**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Product/Project/Service Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE #2**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Product/Project/Service Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**REFERENCE #3**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (       ) \_\_\_\_\_

Contact Individual: \_\_\_\_\_

Product/Project/Service Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A - INSURANCE REQUIREMENTS

## APPENDIX B - INSURANCE REQUIREMENTS

### Bid #2015-028 Recycling of Corrugated Cardboard

#### A. GENERAL REQUIREMENTS:

The **BIDDER** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **BIDDER'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **BIDDER** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **BIDDER'S** responsibility under this contract.

The **BIDDER**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **BIDDER** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

**In order to facilitate this requirement for insurance, it is recommended that the BIDDER forward a copy of these requirements to their insurance representative(s).**

#### B. SPECIFIC REQUIREMENTS:

##### (1) Workers' Compensation Insurance -

The **BIDDER** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

If the **BIDDER** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **BIDDER** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.



(2) **Commercial General Liability Insurance -**

The **BIDDER** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

If applicable, the **BIDDER** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

**C. SUBCONTRACTOR REQUIREMENTS:**

The **BIDDER** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **BIDDER** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **BIDDER** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **BIDDER** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**D. OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE  
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA  
RISK MANAGER  
October 7, 2015  
DATE**

**Bid Return Label**

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Bid Documents Enclosed:**

**Bid #2015-028 Recycling of Corrugated Cardboard  
Public Works Department**

**Return Date: Monday, December 14, 2015 at 11:00 am**

**City of Middletown Purchasing Department  
Municipal Building Room 112  
245 DeKoven Drive  
Middletown, CT 06457**

